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TOWN AND CITY CLERK
BRISTOL, CT

DATE: June 6, 2022

TO: Mayor Jeffrey Caggiano
City Council

FROM: Justin Malley, Executive Director of Economic and Community Development

RE: Use of Bristol Health Medical Care Center Parking Lot for Night and Weekend Downtown
Parking and the Seasonal Farmers Market

Background

Due to the sale of the parcels at Centre Square and construction of Wheeler Health, City Place, and the By Carrier development commencing soon, the City of Bristol determined that more public parking will be needed downtown. Based on the number of parking spots currently available in the downtown area, there will be a need for additional municipal parking being available to the public to patronize downtown businesses once construction begins. Being able to utilize the parking spaces located at the Bristol Health Medical Care Center on nights and weekends will allow the community to park for free at these times.

While construction on Centre Square continues for the next several years, the City also had to work to find an accessible and convenient location for the Bristol Farmers Market. The parking lot at the Bristol Health Medical Care Center is a viable solution because it allows the Bristol Farmers Market to continue to have a presence in downtown. It will accommodate the many returning vendors along with new ones and will allow for dedicated areas for parking, the vendors, the free musical entertainment, and the food trucks all in the same area, making it easily accessible for all customers.

Please see the Parking License Agreement attached.

Parking License Agreement Approval Request

The City of Bristol would like to enter into an agreement with Bristol Health, the owner of 15 Riverside Avenue where the Bristol Health Medical Care Center is located, to utilize its parking lot for public parking on nights and weekends and a portion of it for the seasonal Farmers Market from mid-June to the end of October.

Requested Motion

Motion to approve a Parking License Agreement with Bristol Hospital Incorporated ("Licensor") between the City of Bristol ("Licensee") at 15 Riverside Avenue Owner ("Ground Lessee") beginning on June 15, 2022 as outlined in the attached Parking License Agreement for a term of two (2) years.

PARKING LICENSE AGREEMENT

This Parking License Agreement ("Agreement") is dated as of June 15, 2022 ("Effective Date") by and between the City of Bristol ("Licensee"), having an address at 111 N Main Street, Bristol, Connecticut 06010 and The Bristol Hospital Incorporated ("Licensor"), having an address at 41 Brewster Road, Bristol, CT 06010, and 15 Riverside Avenue Owner, LLC ("Ground Lessee").

WHEREAS, Licensor owns the fee interest in the premises known as 15 Riverside Avenue, Bristol, Connecticut 06010 ("Premises"); and

WHEREAS, pursuant to that certain Ground Lease entered into by and between Licensor and Bristol Investors, LLC ("Original Ground Lessee") dated as of April 10, 2108, as amended by that certain First Amendment to Ground Lease dated as of June 8, 2019, as assigned by Original Ground Lessee to Ground Lessee, Ground Lessee holds a ground leasehold interest in the Premises; and

WHEREAS, Licensee has an interest in more parking being available to the public in the vicinity of the Premises; and

WHEREAS, Licensor desires to grant to Licensee a non-exclusive revocable license, subject to the terms and conditions of this Agreement, to use certain portions of the Premises' parking lot ("Parking Lot") in the areas depicted on Exhibit A attached hereto (the "Construction Parking Area") and Exhibit B attached hereto (the "Farmers Market Area"); and

WHEREAS, Licensee desires to accept such grant of license.

NOW, THEREFORE, Licensee, Licensor and the Ground Lessee agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive revocable license during the Term (as defined below) to permit the general public and Licensee's customers, invitees, contractors, employees and agents (collectively, "Users") to park their vehicles in the Construction Parking Area and to use the Farmers Market Area for parking and vendor booths for a farmers market (the "Farmers Market") as set forth in this Agreement. Licensor hereby designates the parking spaces in the Construction Area and the parking spaces in the Farmers Market Area, as noted in, and for the and hours as set forth in, the attached Exhibits "A" and "B, such that Users shall be permitted to park in the Construction Parking Area in connection with nearby construction work and utilize the Farmers Market Area for the Farmers Market in accordance with such Exhibits.
2. **License Fee.** Licensee shall pay to Licensor a license fee in an amount equal to one dollar (\$1.00) per annum ("License Fee").
3. **No Representations.** Neither Licensor nor the Ground Lessee makes any warranty or representation that the Premises or the Parking Lot are suitable for use by Licensee and the Users. Licensee accepts the space provided to Licensee on an "as is" basis and acknowledges that Licensor and Ground Lessee are under no obligation to perform any work or provide any materials or services to Licensee or pay any sums in order to make the Parking Lot ready for the license granted hereunder.
4. **Insurance; Liability.** Licensee shall carry, for the term of this Agreement, and one (1) year thereafter, the following insurance coverage: commercial general liability insurance of one million dollars (\$1,000,000.00), per occurrence and in the aggregate amount of two million dollars (\$2,000,000.00) ("Licensee's Insurance"). The

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commercial general liability insurance shall name The Bristol Hospital, Inc.; 15 Riverside Ave Owner, LLC; VERSA Property Management, LLC a Florida Limited Liability Company dba Rendina Healthcare Real Estate; and Capital One, N.A., as Sole Lead Arranger and Sole Bookrunner as additional insureds. The Licensee shall provide certificates of insurance to the Licensors within five (5) business days of the effective date of this Agreement. The Licensee shall inform the Licensors at least ten (10) business days before any lapse or reduction of coverage. Licensee acknowledges and agrees that (a) Licensee shall be solely and fully liable and responsible for any and all damage or injury to person or property that occurs at the Premises in connection with Licensee's and its Users' use of such Premises, (b) neither Licensors, Ground Lessee nor Ground Lessee's property manager (collectively, the "Licensor Parties") shall bear any liability for any damage or injury that occurs at the Premises in connection with Licensee's and its Users' use of such Premises unless such damage or injury is a result of the Licensor Parties' gross negligence or willful misconduct, and (c) it is the intent of Licensee that Licensee's Insurance shall cover all such loss and damage whether directly or through the additional insureds coverage of the Licensor Parties.

5. Maintenance. The Licensee agrees that at the conclusion of each scheduled Farmers Market event as shown on attached Exhibit B the Licensee, at its sole expense, shall remove all litter and debris from the Parking Lot.

The Licensee agrees to reimburse the Licensors or the Ground Lessee, as the case may be, within thirty (30) days of presentation of an invoice therefor, for snow removal expenses incurred when such snow events occur on any Friday or Saturday night, from 5 PM EST Friday until/through 11:59 PM Saturday. Snow plowing invoices must indicate that snow removal occurred during this time period.

6. Repair. The Licensee agrees to promptly repair any and all damages to the Premises caused by Licensee's and its Users' use of the Parking Lot, as necessary to restore the Premises to substantially the same condition as prior to such use. In the event that Licensee fails to timely and fully repair any damages to, and complete such restoration of, the Premises after notice from Licensors or Ground Lessee, either Licensors or Ground Lessee, or both, may, but shall not be obligated to, make such repairs and restoration and the Licensee shall promptly reimburse Licensors and/or Ground Lessee, as applicable, for the reasonable cost of such repairs and restoration.

7. Signage and Usage. The Licensee agrees that neither the Licensee nor its invitees or vendors shall advertise or offer any health care services on the Premises other than those of The Bristol Hospital, Inc. or its authorized agents.

8. Compliance with Laws. Licensee shall comply with all laws and ordinances and all rules, orders or regulations (present, future, ordinary, extraordinary, foreseen or unforeseen) of any governmental authority, at any time duly issued and in force, attributable to any use of the Parking Lot.

9. Initial Term. This Agreement shall be for a term commencing on the Effective Date and continuing for a period of two (2) years unless terminated in accordance with the provisions of this Agreement ("Term").

10. Termination. Either party may terminate this Agreement for any or no reason, at any time, upon 60 day advanced written notice to the other party, in which event this Agreement shall terminate upon the date set forth in such notice.

11. Assignment; Sub-license, Etc. Licensee may not assign, mortgage, pledge, encumber, or otherwise transfer this Agreement without Licensors' prior written approval.

12. Notice. All notices, demands, consents, approvals, advices, waivers or other communications which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been given when delivered if by: (a) hand delivery, or (b) deposit in the United States mail, certified or registered, postage

prepaid, or (c) delivery by an overnight courier service. In the case of notice to Licensee such notice shall be sent to: City of Bristol, 111 N Main Street, Bristol, Connecticut 06010, Attention: Justin Malley, Bristol Development Authority. In the case of notice to Licensor, to Bristol Hospital Inc., 41 Brewster Road, Bristol, CT 06010, Attn: Office of the President. In the case of the Ground Lessee, 15 Riverside Avenue Owner, LLC, 661 University Blvd., Ste. 200, Jupiter, FL, 33458 Attn: Michael D. Rendina, with a copy to Christy S. Evans, PLLC, 661 University Blvd. Ste. 200, Jupiter, FL 33458 Attn: Christy Evans.

13. Amendments and Consent. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by all parties to this Agreement. This Agreement sets forth the entire understanding between the parties concerning the subject matter hereof and supersedes all contemporaneous and prior negotiations, understandings, and agreements with respect to the subject matter hereof. In the event that the consent of Licensor is required for any matters under this Agreement, or for any changes or amendments hereto (including changes to the exhibits and location and hours set forth therein), no such consent shall be granted without also obtaining Ground Lessee's consent, which consent will not be unreasonably withheld, conditioned or delayed.

14. License and Not a Lease. This Agreement is not to be constructed as in any way granting to Licensee any interest in the Parking Lot. This License merely grants to Licensee a license to enter upon and use the Parking Lot in accordance with the terms hereof and shall not be deemed to grant to Licensee leasehold or other real property interest in the Parking Lot or the Premises.

15. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Licensors, Licensee and Ground Lessee have executed this Agreement as of the day and year first written above.

LICENSEE:
CITY OF BRISTOL

By: _____
Name: Jeffrey Caggiano

LICENSOR:
THE BRISTOL HOSPITAL INC.

By: _____
Name: Kurt Barwis
Title: President

GROUND LESSEE:
15 RIVERSIDE AVENUE OWNER, LLC,
a Delaware limited liability company

By: ART-REN HOLDINGS, LLC,
a Delaware limited liability company, its sole member

By: ART-REN INVESTMENTS, LLC,
a Delaware limited liability company, its sole member

By: REN APOLLO JV INVESTORS, LLLP,
a Florida limited liability limited partnership,
as its Administrative Member

By: REN APOLLO EQUITY INVESTORS, LLC,
a Florida limited liability company, general partner of
REN APOLLO JV INVESTORS, LLLP

By: _____
Name: _____
Title: _____

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EXHIBIT "A"

CONSTRUCTION PARKING AREA

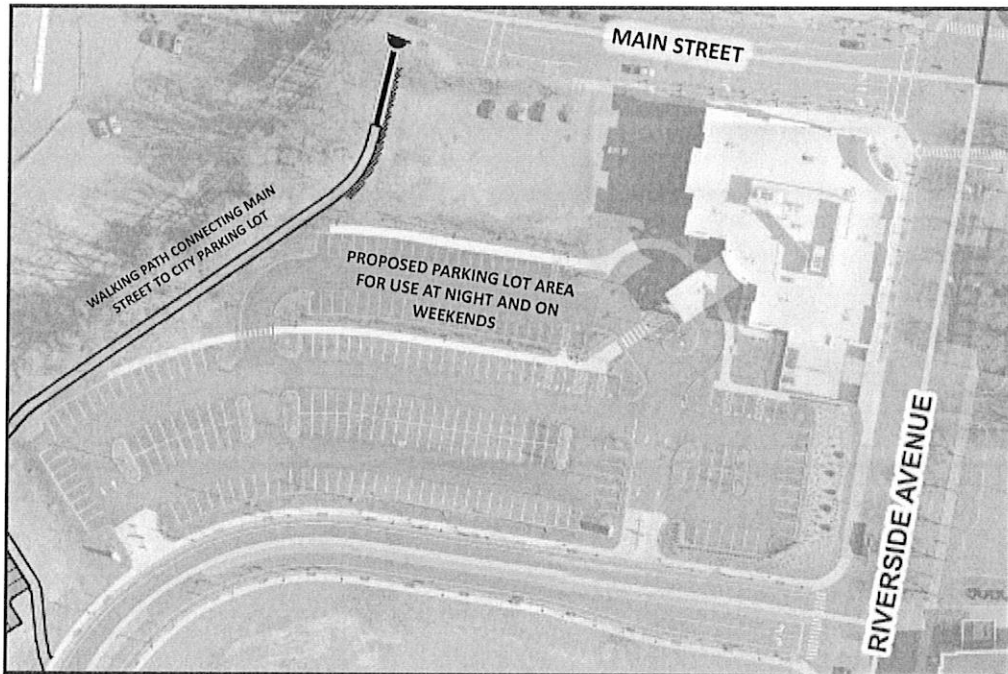


Exhibit A:

Proposed Parking Lot Usage at Bristol Health Medical Care Center's Parking Lot, located at 15 Riverside Avenue, Bristol, Connecticut 06010. Timeframe = After Business Hours (beginning at 6 pm) Week Nights and All Day and at Night on Weekends.

EXHIBIT "B"

FARMERS MARKET AREA

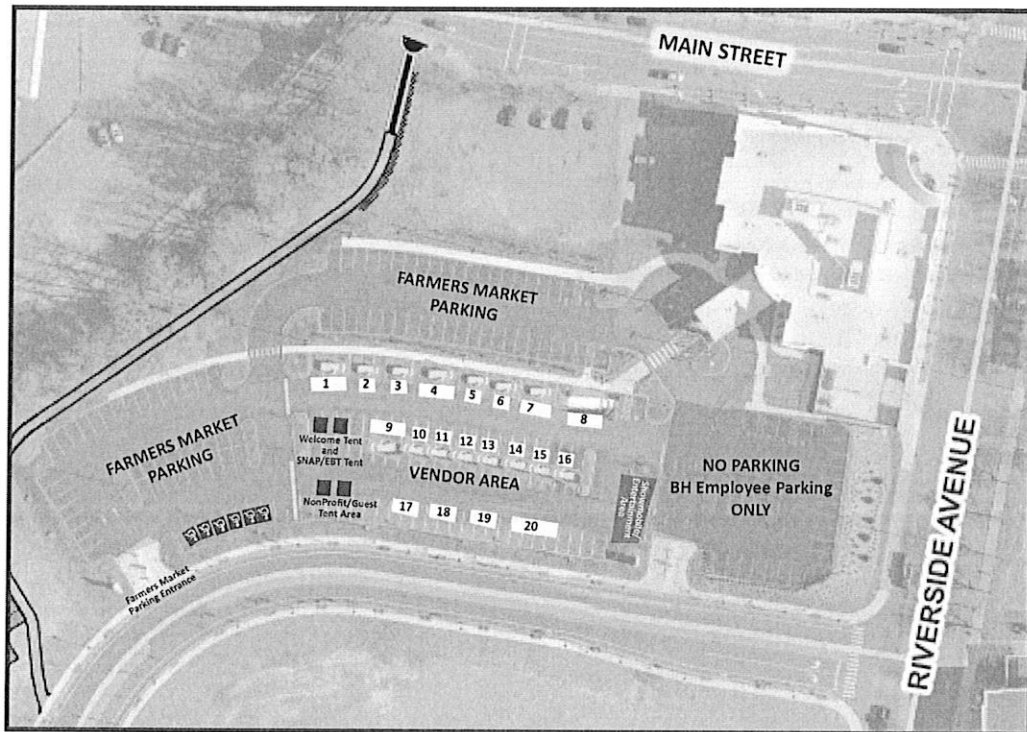


Exhibit B:

Proposed Farmers Market Area at Bristol Health Medical Care Center's Parking Lot, located at 15 Riverside Avenue, Bristol, Connecticut 06010. Timeframe = Every Saturday Mid-June through End of October from 8:30 am until 2 pm.